

Exhibit B

~~CONTINGENCY~~ RETAINER AGREEMENT

This agreement explains the services that we will provide to you, how you will be charged for them, and our responsibilities to each other. Please read this agreement carefully. If you have questions, please ask us before signing.

Contents

Legal Services	1
Expectations.....	2
Other Things You Need to Know	5
Ending the Relationship.....	5
Your Risks.....	7
Confidentiality and Privacy	7
Communications.....	7

Legal Services

This Claim Only

This agreement confirms that you, Kristin E. [REDACTED] (the "Client"), hereby retains and employs the services of Howie, Sacks & Henry LLP, Rochon Genova LLP, and Mackenzie Lake Lawyers ("Class Counsel") as their lawyers to act on their behalf with respect to a proposed class action on behalf of yourself and other members of the proposed Class against Johnson & Johnson corporations (the "Defendants") in respect of claims for ovarian cancer due to talcum powder that the Defendants manufactured.

This agreement does not cover services for any other matter.

Institution of Class Action

Class Counsel shall institute a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, and shall, subject to the instructions from the Client, take such action and conduct such proceedings as it may consider necessary and proper to prosecute the class action.

If, (a) another Class member wishes to act as the Class representative, (b) the Client are content that such other Class member serve as the Class representative, and (c) such other Class member is acceptable to Class Counsel as a class representative, then this agreement shall be amended to either substitute or add such person as a proposed representative plaintiff and as a "Client" under this agreement. The statement of claim and/or motion for certification as a class action shall not be amended until a written agreement making any necessary modifications to this agreement is prepared and executed by the Client, Class Counsel and the new proposed Class representative.

Who We Represent

In certain circumstances, family members may be entitled to compensation in relation to the Claim. We represent only the individuals who have signed this agreement, or who have been identified specifically with you.

Expectations

What You Can Expect from Us

We will take appropriate steps to protect your interests and advance your claim, which may include any of the following:

- (a) obtain and review relevant documentation;
- (b) conduct other investigations and/or research;
- (c) retain and instruct expert witnesses;
- (d) advise you if the Claim is more, or less, viable;
- (e) make reasonable efforts to settle the case;
- (f) commence a lawsuit;
- (g) conduct examinations we believe appropriate of any individual we deem necessary;
- (h) prepare for and attend at any court appearances, mediations, or pre-trial settlement conferences; and/or
- (i) prepare for and attend trial.

We will report progress to you from time to time, as we deem necessary.

This agreement does not cover the services for an appeal. If after a trial, either side appeals, you would need to enter into a new agreement to cover the legal services associated with the appeal.

What We Expect from You

We expect that you will reasonably cooperate and communicate with us. We can provide our best advice and guidance only when we have all relevant information. It is vital that you be candid and honest at all times with us, all our staff, and other persons including medical, therapy and financial experts.

How Long It Will Take

It can take up to several years for a Claim to settle or go to trial.

Settlement or Trial

We will try to settle the Claim on terms favourable to you and the rest of the Class. If the Claim is settled, it will not have to go to trial. If we cannot settle the case, we will discuss the risks and potential benefits of a trial.

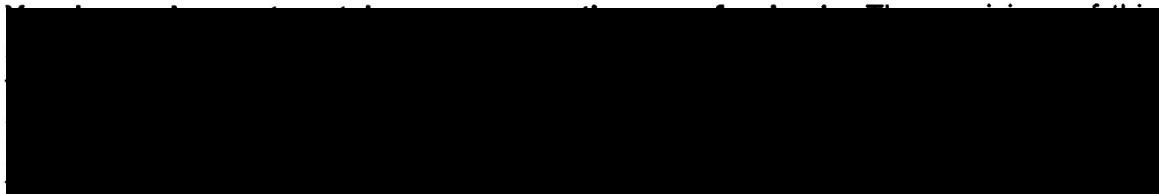
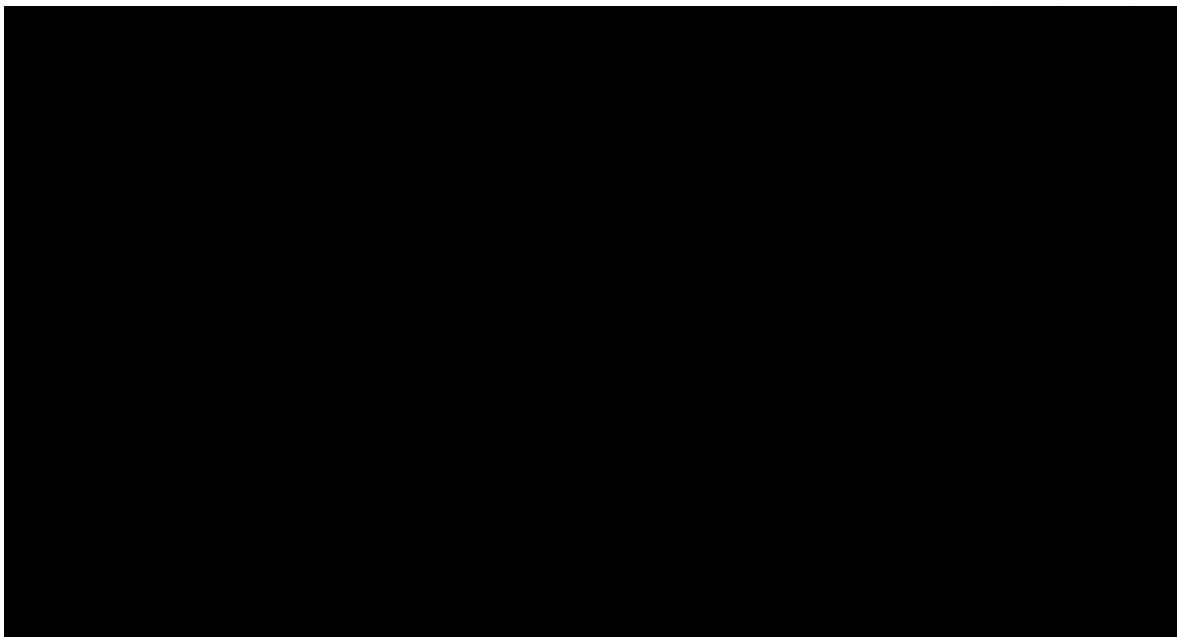
You Decide

We will give you our best advice and guidance: However, at all times, you have the right to make the final choice regarding all major decisions, including settlement, taking into consideration the best interests of the Class.

How Much Will It Cost

Legal costs are made up of two components: (1) legal fees and (2) out-of-pocket expenses, known as disbursements.

Legal Fees

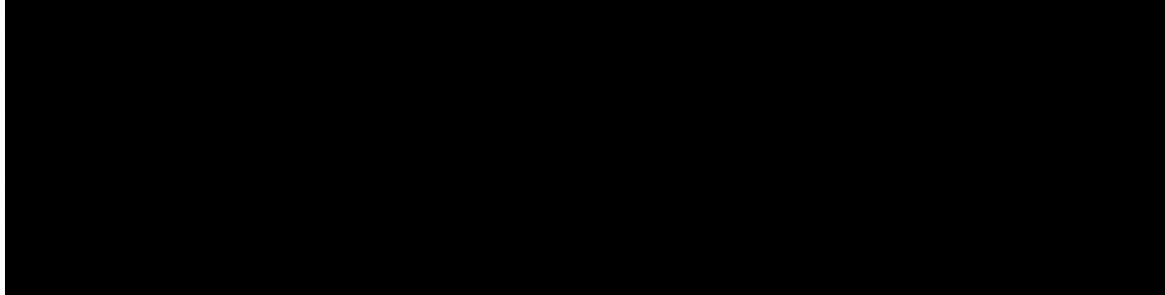
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The figure consists of several horizontal black bars of varying lengths and positions on a white background. The bars are grouped into four main vertical columns. The first column has two short bars near the top. The second column has a long bar at the top, a short bar below it, and a long bar near the bottom. The third column has a long bar at the top, a short bar below it, and a long bar near the bottom. The fourth column has a long bar at the top, a short bar below it, and a long bar near the bottom. The bars are solid black and have a thin white border.

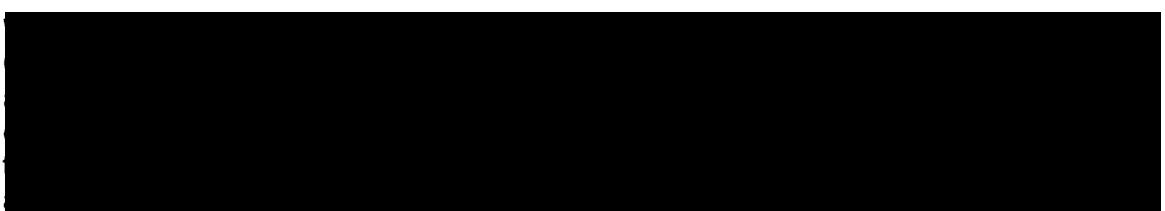
Disbursements

Disbursements are the expenses we incur on your behalf, which may include: copying; postage; couriers; long distance; document binding; court and government filings; obtaining medical records; transcripts; court reporter services; investigators; expert consultants; demonstrative evidence; focus groups; witness attendance; travel; and research.

Law Firm Initially Pays Disbursements



Billing



You have the right to ask the Superior Court of Justice to review and approve your lawyer's bill within 30 days from the date you receive it. After that, you must ask the Court for permission, providing an explanation for the delay. However, under the terms of the *Class Proceeding Act*, 1992, no legal fees may be paid without the prior approval of the court.

Other Things You Need to Know

Ending the Relationship

You End the Relationship

The Client acknowledges that Class Counsel are incurring a significant financial risk in agreeing to be paid only in the event the action is successful, and that Class Counsel is

doing so on the basis that they will have carriage of the lawsuit. If the Client changes solicitors (or otherwise terminate Class Counsel's retainer) the Client agrees:

- (a) they will pay for all the disbursements incurred by Class Counsel, or they will agree in writing that these disbursements and accrued interest will continue to be a first charge on any proceeds of settlement or judgment in the action; and
- (b) in the event the action is successful, Class Counsel will be entitled to be paid legal fees that is a pro-rata share of the total costs award, based upon Class Counsel's usual hourly rates for all professionals who worked on prosecuting the action times hours worked (the "Base Fee") (inclusive of all consortium members) and the Base Fee of the firm or firms who subsequently are retained by the Client, where the ratio is determined by taking Class Counsel's Base Fee as the numerator and the total of all firms' Base Fees as the denominator, and such amounts shall be a first charge on the proceeds of any judgment or settlement.

We End the Relationship

There are circumstances where we may choose to end this agreement. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Reasonable Charges Explained

The factors that will determine our reasonable charges, w [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Our usual hourly rates, which generally increase annually, are a range of:



We have explained that hourly rates may vary among lawyers and that you can speak to other lawyers to compare rates.

Protecting Our Account Explained

[REDACTED]

Your Risks

We will act in your best interests and give you our best legal advice. However, no lawyer can guarantee a successful outcome.

If a lawsuit is filed and the lawsuit is not successful, the court may order you to pay a portion of the other side's legal fees and disbursements/expenses. In the event that adverse costs are awarded against you, the Firms agree to indemnify any adverse cost awards.

Confidentiality and Privacy

You authorize the collection and use of personal information in order to fully and properly represent you. From time to time, your personal information may be disclosed to third parties when we determine it is reasonably required to advance the Claim on your behalf.

Communications

Email

By initialing this paragraph, you authorize the sending of confidential or private correspondence, documents and other information related to the Claim to you through the Internet (and, particularly, e-mail) in an unencrypted condition and without any guarantee of security or protection from interception by a third party.

Client Initials

BEST INTERESTS OF THE CLASS

The Client retains the right to make all critical decisions regarding the conduct of the action only up to certification as a class proceeding. Thereafter, all decisions must be made solely in the best interests of the Class.

The Client acknowledges the obligation to act in the best interests of the Class, and that Class Counsel is not obliged to follow instructions from the Client which are, in their professional opinion, not in the best interests of the Class once the action has been certified as a class proceeding.

Disagreement Regarding Settlement

If (a) the Defendants, or any one or more thereof, make an offer to settle the claims of the Class, (b) Class Counsel considers the proposed settlement to be in the best interests of the Class, (c) Class Counsel recommends acceptance of such offer to the Client, and (d) the Client does not consider the proposed settlement to be acceptable, then a counteroffer to settle shall be made to the Defendants upon such terms as the Client considers to be appropriate. If, within 14 days, such counteroffer is not accepted by the Defendants and no improved Defendants' offer is made which is acceptable to the Client, then Class Counsel is hereby irrevocably authorized to accept the Defendants' offer or the improved Defendants' offer, as the case may be, subject to court approval, and on the motion for such court approval an affidavit fully disclosing the Client's concerns about the proposed settlement shall be filed with the court.

CLASS MEMBERS

It is acknowledged that the court may require separate individual assessments for each Class member.

Alternatively, the court may assess damages on an "aggregate" basis, ie. a lump sum that covers all the losses of all Class members. Aggregate damages would then be allocated among the individual Class members as directed by the court.

It is acknowledged that every Class member is entitled to retain a personal lawyer to deal with any individual issues affecting that Class member (ie. establishing the quantum of damages for the individual Class member).

To the extent practical, Class Counsel will endeavor to conduct the class action (i) to minimize the number of Class members who retain personal lawyers, and (ii) to co-operate with the personal lawyers retained by various Class members for individual issues.

Class Counsel will provide summary advice to Class members who do not have personal lawyers, but they are not responsible for preparing the individual damage claims of such Class members or performing other individual work for individual Class members under this agreement. Class Counsel may enter into separate retainer agreements with any Class member to represent their interests in respect of the adjudication of individual issues.

CONFIDENTIALITY

The Client acknowledges being advised that the communications between Class Counsel and the Client relating to the claims of the Class are legally privileged and that such privilege may be lost if the Client discloses such information to third persons, and that the interests of the Class could thereby be adversely affected. The Client agrees to protect the confidentiality of such information and to discuss the matter with Class Counsel prior to disclosing any solicitor-client communications (whether oral or written) to any third person.

SEVERABILITY

In the event that any particular provision or provisions of this agreement or a part of any provisions in this agreement is found to be void, voidable, or unenforceable for any reasons whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in force.

CONFIRMATION

This [REDACTED] Agreement contains the complete agreement between us regarding your relationship with us, and our legal fees and expenses. It will not be changed unless we both agree and sign any changes. It will legally bind anyone, such as heirs or legal representatives, who replace either you or us but it does not legally bind other lawyers who might act for you if you decide to end our relationship.

You confirm that you understand that all usual protections and controls on retainers between a lawyer and client, as defined by the Law Society of Ontario and the common law, apply to this agreement.



Paul Miller
Howie, Sacks & Henry LLP



WITNESS

Date of Signature: November 10, 2020



Per: Joel Rochon
Rochon Genova LLP



WITNESS

Date of Signature: November 10, 2020



Per: Matthew Baer
Mackenzie Lake Lawyers



WITNESS

Date of Signature: November 10, 2020



Kristin B. [REDACTED]



WITNESS

Date of Signature: 10 Nov 2020